

# **NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

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## **Mentor-Protégé Program Guidebook**

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# NASA Mentor-Protégé Program Guidebook

## 1. Purpose

The purpose of this guidebook is to provide guidance and procedures for developing, submitting, processing, and administering agreements under the NASA Mentor-Protégé Program (MPP).

## 2. Background

The purpose of the program is to provide incentives for NASA contractors to assist eligible small businesses, as defined in NASA FAR Supplement (NFS) 1819.72, in enhancing their capabilities to perform as prime contractors, subcontractors and suppliers under government and commercial contracts.

Under a Mentor-Protégé Agreement, Mentors that incur costs when providing developmental assistance to their Protégés will be awarded credit toward their small business subcontracting goals.

## 3. Responsibilities

NASA's Mentor-Protégé Program has been designed to provide small businesses assistance in developing and strengthening capabilities that would enable them to perform successfully as prime and subcontractors in support of NASA priorities. To that end, responsibilities for program oversight and execution have been established for the following:

- a. **NASA Center Small Business Specialists** are responsible for the overall administration and management of their Center's Mentor-Protégé Agreements. The Mentor-Protégé Point of Contact at each Center is responsible for reviewing all Agreements received at the Center, and endorsing the Agreement for final approval at NASA HQ. Additionally, they will ensure that all agreements endorsed by their Center fulfill the requirements of NFS 1819.72.
- b. **NASA Contracting Officers** are responsible for adding Mentor-Protégé Agreements to existing contracts through contract modification. A letter endorsing their support of the Mentor-Protégé agreement must be added to the Agreement package before submission to NASA Headquarters.
- c. **NASA Office of Small Business Programs** is responsible for overall NASA MP Program administration, policy, and oversight. OSBP will approve all Mentor applications, and conduct annual performance reviews of the progress and accomplishments realized under approved Mentor-Protégé Agreements.

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### 4. Eligibility to Participate

The Mentor and Protégé must both meet the established eligibility requirements in order to participate in the Program. These requirements, which are provided in NFS 1819.72, are summarized below and are available in their entirety on the NASA Mentor-Protégé website at [www.osbp.nasa.gov](http://www.osbp.nasa.gov). Approved Mentors will be identified with their contact information on the NASA Mentor-Protégé website.

- a. **Mentors.** Prior to participation, prospective Mentors must complete and submit a Mentor application to the Assistant Administrator, NASA OSBP, for approval as a Mentor in the NASA MPP. The template for this application is attached in Appendix A-1 or can be found online at [www.osbp.nasa.gov](http://www.osbp.nasa.gov). All approved Mentors are eligible to participate in the Program. A Mentor must resubmit its application every six (6) years to verify its continued eligibility. In accordance with NFS 1819.72, a Mentor must be:

- (1) A large prime contractor performing under NASA contracts with at least one approved federal subcontracting plan, as required by FAR 19.7 (The Small Business Subcontracting Program)
- (2) Eligible for the receipt of government contracts

- a. **Protégés.** To be eligible to participate as a Protégé, an entity must meet one of the eligibility requirements as defined in NFS 1819.72 and maintain that status for the life of the Agreement. If the Protégé self-certifies that it meets the eligibility requirements, a separate written self-certification of its small business status must be provided with the Mentor-Protégé Agreement. (Note: If Protégé eligibility expires prior to the end of the Agreement period, the Agreement may still be approved for the entire Agreement period but must include the condition that any credit received is subject to the Protégé's recertification.) A Protégé may not participate in more than two agreements in the updated NASA MPP. In addition, a Protégé may have only one NASA Mentor at any given time. In accordance with NFS 1819.72, a Protégé must meet one of the following requirements:

- (1) A Small Disadvantaged Business (SDB), certified by SBA
- (2) A Woman-Owned Small Business (WOSB)
- (3) An Historically Black College or University (HBCU)
- (4) A Minority Institution (MI)

### 5. General Procedures

- a. The Mentor is solely responsible for selecting a Protégé with whom it believes it can develop a successful relationship. Mentors shall consider the following when selecting a Protégé:

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- (1) A previous established association between the Mentor and Protégé is highly recommended
  - (2) Protégé's geographic proximity to the Mentor
  - (3) Protégé's attitude regarding being mentored
  - (4) The ways in which the assistance given will align with the Protégé's strategic vision
  - (5) The ways in which the Protégé's capabilities will align with the Mentor's capabilities
  - (6) Commitment to the relationship by both parties
  - (7) Stability of the Protégé's management and financial status
  - (8) Protégé's past performance
  - (9) Results of any contract / subcontract work between the Mentor and Protégé
  - (10) Subcontracting expectations
  - (11) That the Protégé has not previously participated twice in the updated NASA MPP and is not currently receiving developmental assistance under an active NASA MP Agreement
- b. A Mentor may work with several Protégés at the same time. However, a separate Mentor-Protégé Agreement must be submitted for each Mentor-Protégé relationship.
- c. The Mentor may obtain assistance for the Protégé from one or more of the following sources:
- (1) Small Business Development Centers, established pursuant to Section 21 of the Small Business Act (15 U.S.C. 648)
  - (2) Entities providing procurement technical assistance, pursuant to Chapter 142 of Title 10 U.S.C. (Procurement Technical Assistance Centers)
  - (3) Historically Black Colleges and Universities
  - (4) Minority Institutions of higher education

### **6. Agreements**

- a. A company that has been approved as a Mentor in the NASA MPP and has identified an eligible entity to participate as a Protégé must submit a signed Mentor-Protégé Agreement to ultimately be approved by the Assistant

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- Administrator, NASA OSBP. Agreements should be structured only after a needs assessment of the Protégé is completed. While the needs assessment does not need to be submitted with the agreement package, the signatures on the agreement will indicate compliance with the needs assessment requirement.
- b. Mentors must have an existing NASA prime contract or an Indefinite Delivery Order type of contract that can be modified to include the provisions of the Mentor-Protégé Agreement. The contract may not be a Blanket Purchase Agreement (BPA) or a Basic Ordering Agreement (BOA). Generally, the Mentor identifies the existing contract and conducts discussions with the cognizant NASA Center's Small Business Specialist and Contracting Officer about developing the Mentor-Protégé Agreement.
- (1) **Credit Agreements.** In a Credit Mentor-Protégé Agreement, a Mentor receives credit toward its subcontracting goals:
- (a) Following the NASA Center review, the Assistant Administrator, NASA OSBP must review and approve the Mentor's technical and cost proposals for details pertaining to proposed expenditures for providing developmental assistance to the Protégé.
  - (b) The period of performance for a Credit Mentor-Protégé Agreement may not exceed three (3) years.
  - (c) Costs incurred under a Credit Mentor-Protégé Agreement are applied on a one-to-one basis toward applicable subcontracting goals, under a Federal Agency Subcontracting Plan (FAR 19.7). The credit is reported on the Mentor's Individual Subcontracting Report (ISR).
  - (d) Agreements cannot exceed the protégé's eligibility period. If a Protégé's certification-based eligibility expires prior to the end of the Agreement period, the Mentor may still submit the proposal for the entire period. However, the Contracting Officer must include a condition in the contract stating that the Agreement is subject to the Protégé's recertification.
- (2) **Developmental Assistance.** Mentors may provide developmental and other business assistance that include the following:
- (a) Engineering and technical assistance
  - (b) General business management and other developmental assistance (e.g., certifications)
  - (c) Awards of subcontracts under NASA contracts or other contracts, on a non-competitive basis
  - (d) Advance payments under such contracts. Mentors must administer advance payments in accordance with FAR Subpart 32.4 (Advance Payments for Non-Commercial Items).

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- (e) Loans
- (f) Investment(s) in the Protégé in exchange for an ownership interest in the Protégé, not to exceed ten (10) percent of the total ownership interest. Investments may include but are not limited to cash, stock, contributions in kind, etc.

### 7. **Agreement Contents**

Mentor-Protégé Agreements must contain the following:

- Cover letter
  - Protégé Application
  - The Mentor-Protégé Agreement
  - Technical Proposal
  - Cost Proposal
- a. **Cover Letter.** The cover letter should introduce the contents of the Agreement.
  - b. **Protégé Application.** A Protégé Application that has been prepared by the potential Protégé will be developed using the template provided as Appendix A-3 of this Guidebook. Please note that the Protégé Application should not be submitted in advance of an agreement submission, as no Protégé Applications will be kept on file.
  - c. **Mentor-Protégé Agreement.** Mentors will develop the Mentor-Protégé Agreement using the template provided as Appendix A-2 of this Guidebook. The Agreement must contain sufficient information on planned developmental assistance to allow NASA to evaluate the proposed development plan.
    - (1) **Technical Transfer.** Assistance in engineering and technical areas, provided by the Mentor must conform to the NASA Mission and individual NASA Center needs. The examples below are examples of basic technical transfer:
      - (a) Quality Management programs: ISO 9000 certification, SEI/CMM certification
      - (b) Logistics systems: supply chain management, transportation management
      - (c) Sensing and imagery
      - (d) Environmental remediation system design
      - (e) Hazardous material control
      - (f) Metal machining

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- (g) Lean Six Sigma
- (h) Fiber optics systems design
- (i) Network systems: design and engineering, implementation
- (j) Information system design
- (k) Tooling design and fabrication
- (l) Product assembly techniques
- (2) **Business Infrastructure.** Assistance pertaining to general business management or corporate infrastructure, provided by the Mentor, may include the following:
  - (a) Organizational planning management: strategic planning, business planning, legal / risk management, proposal development
  - (b) Business development / marketing / sales: market research, product forecasting, web-based marketing, e-commerce
  - (c) Human resource management
  - (d) Financial management
  - (e) Contract management
  - (f) Facilities and plant management: security, health and safety, OSHA standards
  - (g) Any other assistance designed to develop the capabilities of the Protégé under the developmental program
- d. **Technical Proposal.** A strong technical proposal that tracks easily to the cost proposal is imperative—i.e., the hours associated with each task described in the technical proposal should be visible in the cost proposal.
  - (1) Hours and dollar values associated with technical transfer should be approximately 70 % of the proposed hours and cost; the remaining 30 % of the proposed hours and cost may be related to business development tasks.
  - (2) The technical proposal shall include a milestone chart (with soft dates) to track the proposed technical assistance to be provided. Metrics shall also be included to measure progress and completion of each of the major developmental tasks.
- e. **Cost Proposal.** When creating the cost proposal, please observe the following:



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- (1) Claiming labor / salary is allowable for employees on the Mentor's payroll only. Protégé salaries are not allowed.
- (2) Services to be provided by HBCU/MIs, PTACs, or SBDCs for training are allowable, and should not be included in the incidental costs. Any HBCU/MI, PTAC, or SBDC costs should not exceed 20 % of the total cost of the developmental assistance to be provided.
- (3) Costs may NOT include any type of fee or profit.
- (4) Protégé travel expenses related to training are the only Protégé expenses that may be claimed for credit. Marketing trips are not considered training and are NOT allowable for credit.
- (5) Incidental costs or other direct costs (ODCs) may not exceed 10 percent of the total cost of the proposal for the agreement. ODCs include all costs other than direct labor, overhead, and general and administrative (G&A) costs associated with direct labor. Examples include travel, training, equipment, software, etc. The percentages for ODCs are to be clearly presented for each year and the total percentages presented for the length of the Agreement.
- (6) Purchases of capital equipment are not allowable. Any equipment that would normally be depreciated will be considered capital equipment.
- (7) All Contractor Furnished Equipment (CFE) provided to the Protégé for which the Mentor receives subcontracting credit for, should be abandoned in place at the Protégé facility upon completion of the agreement.

### 8. **Submission and Evaluation of Mentor-Protégé Agreements**

- a. **Submission.** Mentors must submit their proposed Mentor-Protégé Agreements to a NASA Small Business Specialist at the NASA Center where the Mentor holds a prime contract. Deadlines for submittal to the Centers are as follows:

January 15  
May 15  
September 15

Any proposed Mentor-Protégé Agreement that is submitted after the deadline will be evaluated during the following submission cycle. The cognizant NASA Center is responsible for review and endorsement of the proposed Agreement. A letter endorsing the Agreement that is to be added to an existing contract under their program cognizance will acknowledge sponsorship. Once endorsed, the Center will forward the Agreement to the NASA OSBP for evaluation and final approval.

- b. **Evaluation.** Proposed Mentor-Protégé Agreements are forwarded to the Assistant Administrator, NASA OSBP for approval or rejection within 45 days after the deadlines cited above. Notification of and explanation for a rejection will

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be sent to the Mentor and the cognizant NASA Center. Unsuccessful agreements may be revised and resubmitted a maximum of two (2) times but will not be reconsidered until the following submission cycle. The evaluation of all proposed agreements will be based on the following criteria:

- (1) Merit of the developmental assistance to the Protégé
  - (2) Perceived benefit / value of the agreement to NASA
  - (3) Percentage of hours associated with technical transfer
  - (4) Subcontracting opportunities available to the Protégé
  - (5) Utilization of HBCU/MIs, PTACs, and SBDCs
  - (6) Proposed cost
- c. **New Agreement Checklist** (for reference only). Upon receipt of Agreements from Mentors, NASA will evaluate the Agreement package for completion in accordance with the New Agreement Checklist provided in Appendix A-4.

### **9. Extensions or Modification of Milestones Contained in an Agreement**

A Mentor desiring to extend the period of performance or realign or add milestones to the Mentor-Protégé Agreement must submit a formal request to the cognizant NASA Center. NASA may also request that the Mentor submit new milestones if the developmental assistance effort is behind schedule, as determined in the semiannual reports, through site visits, or as a result of contact with the Mentor and/or Protégé. Though extensions may be requested and milestones realigned, the total agreement period cannot exceed 36 months.

- a. The Mentor's letter requesting an extension or a realignment or addition of milestones must include a justification explaining the necessity for the change and must be signed by both the Mentor and the Protégé. The letter must include:
  - (1) Milestones accomplished
  - (2) Milestones not accomplished, with accompanying explanation
  - (3) Proposed new milestones
  - (4) Formal modifications / addenda to the Agreement, signed by both parties. Updates to the developmental assistance being provided, milestones, metrics, and cost proposal should be included, if applicable.
  - (5) Justification for any additional cost
  - (6) Dollars expended to date
- b. The request must be submitted to a NASA Center for review.

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- c. The cognizant NASA Center shall endorse and forward the request to the NASA Mentor-Protégé Program Manager for NASA OSBP approval.

### 10. **Agreement Termination**

If the Mentor and Protégé decide to terminate the Agreement prior to the scheduled completion date, a formal notification must be submitted to both the NASA Center that approved the Agreement and NASA OSBP. The procedures for termination, as outlined below and on the Agreement template, must be clearly stated in the Agreement package and agreed to by both the Mentor and Protégé.

- a. **Voluntary Termination.** The Mentor must notify the Protégé in writing of its intent to voluntarily withdraw its participation in the MPP at least 30 days in advance of the effective termination date. A Mentor may only terminate its Agreement(s) voluntarily if it no longer wants to be a participant in the Program.
- b. **Termination for Cause**
  - (1) The Mentor must furnish the Protégé a written and signed notice of the proposed termination, stating the specific reasons for such action, at least 30 days in advance of the effective date of such proposed termination.
  - (2) The Protégé will have 30 days to respond to the notice of proposed termination and may rebut any issues and offer a proposed plan of remediation.
  - (3) Upon prompt consideration of the Protégé's response, the Mentor must either withdraw the notice of proposed termination and continue the Mentor-Protégé Agreement or issue the notice of termination to the cognizant NASA Center sponsoring the Agreement and to NASA OSBP.
  - (4) The decision of the Mentor regarding termination for cause will be final and will not be reviewed by NASA.
- c. **Termination by Protégé.** The Protégé must submit a written and signed request for termination to the Mentor at least 30 days in advance of the Protégé's intent to terminate the agreement. The Mentor is allowed to respond within that 30 day period. If a response is received within that window, then 30 days from the date of the Mentor's response letter is the official date of termination. Otherwise the date proposed by the Protégé to terminate the agreement will be considered the official termination date.

### 11. **Reporting and Reviews**

Reporting requirements for Mentors and Protégés are described in NFS 1819.72. The Mentor-Protégé Agreement should include a statement that both the Mentor and the Protégé will comply fully with all reporting requirements of the MPP. The Agreement

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template in Appendix A-2 of this Guidebook includes an example of the type of statement to be included.

### a. **Semiannual Reports**

- (1) Mentors are required to report on the progress made in each of their active Agreements semiannually throughout the term of the Agreement. The report is due 30 days after the end of each six-month period, commencing at the start of the Agreement.
- (2) Protégés are also required to submit their own individually developed semiannual report, on the progress made in employment, revenues and participation in NASA contracts during the prior six-month period. The Protégé's report, which is due at the same time as the Mentor's report, may be submitted separately or as part of the Mentor's report.
- (3) The semiannual reports are to be submitted to the cognizant NASA Center, the NASA Contracting Officer on the Mentor's contract, and NASA OSBP. A template for the semiannual report may be accessed electronically at [www.osbp.nasa.gov](http://www.osbp.nasa.gov).
- (4) The required semiannual reports will be reviewed and used to determine whether the milestones outlined in the original Mentor-Protégé Agreement package are being met. It will also be used to assess the effect of the mentoring on the Protégé.

b. **Post-agreement Reports.** The Protégé is required to submit data on employment and revenue for each of the two years following the end of its Mentor-Protégé Agreement. These reports are due one month after the end of the first and second years. A template for the post-agreement report may be accessed electronically at [www.osbp.nasa.gov](http://www.osbp.nasa.gov).

c. **Reviews.** NASA will conduct annual performance reviews, as described in NFS 1819.72. These performance reviews will focus on the progress and accomplishments realized under approved Mentor-Protégé Agreements.

## 12. **Frequently Asked Questions**

Below are some frequently asked questions regarding the Mentor-Protégé Program, including a list of common abbreviations used. These also summarize in part the information found within this guidebook. This portion is updated frequently on our website, at [www.osbp.nasa.gov](http://www.osbp.nasa.gov) under Mentor-Protégé Program Frequently Asked Questions.

**Q: *How many agreements may a Mentor and a Protégé have?***

**A:** A Mentor is not limited in the amount of NASA Mentor-Protégé agreements they may have at the same time, whereas a Protégé may only be in one active NASA Mentor-Protégé agreement at a time. Additionally, a Protégé may not participate in the updated NASA Mentor-Protégé Program more than twice.

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**Q: *How long is a Mentor approval valid for?***

**A:** A Mentor approval letter is good for six years from the date of the letter. Six years after the date of approval the Mentor must resubmit their Mentor application with the updated information and go through the approval process again. However, if a Mentor is disbarred or suspended from government contracts for any reason, their Mentor approval is automatically withdrawn and they may no longer participate in the NASA Mentor-Protégé Program.

**Q: *Does a potential Mentor need to apply by division, or is there a corporate-wide approval?***

**A:** Mentor approval may be corporate-wide, provided that Mentor applications are filled out with information at the corporate level. Once the application is submitted with corporate information and approved, all divisions of the company are eligible to participate as a Mentor.

**Q: *Where is a listing available of all NASA SBIR Phase II awardees?***

**A:** The link to NASA SBIR Phase II companies may be found by visiting <http://sbir.gsfc.nasa.gov/SBIR/awards.htm>.

**Q: *What is the agreement approval checklist?***

**A:** The agreement approval checklist is an internal form that is utilized by NASA to determine that all required elements were included in the agreement package. A copy has been provided to participants on the Downloads page to be utilized only as a final validation by the Mentor before submission. The checklist does not need to be submitted with the agreement.

**Q: *If I previously participated in the NASA Mentor-Protégé Program prior to the update, will that affect my future participation?***

**A:** No, being a prior participant from the MP Program before it was updated in 2008 does not affect any future participation. Previous Mentors are required to submit a Mentor application before submitting any new agreements. While Protégés are only allowed to participate in the new NASA MP Program twice, any participation in an agreement that began prior to 2008 does not count toward that total.

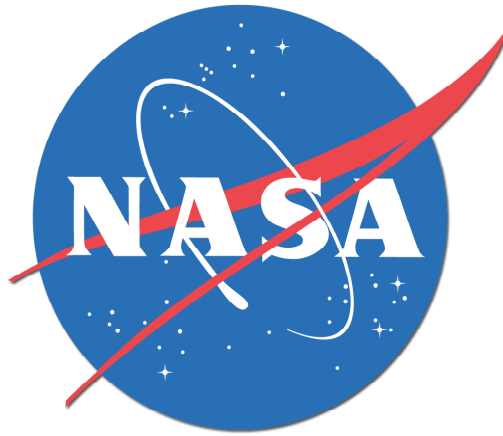
**Q: *What do the following acronyms mean?***

NASA: National Aeronautics and Space Administration  
OSBP: Office of Small Business Programs  
SDB: Small Disadvantaged Business  
WOSB: Woman-Owned Small Business  
VOSB: Veteran-Owned Small Business  
SDVOSB: Service-Disabled Veteran-Owned Small Business  
HUBZone: Historically Underutilized Business Zone  
SBIR: Small Business Innovation Research  
HBCU: Historically Black College or University  
MI: Minority Institution of higher education  
PTAC: Procurement Technical Assistance Center  
SBDC: Small Business Development Center  
ISR: Individual Subcontracting Report  
SSR: Summary Subcontracting Report  
COTR: Contracting Officer Technical Representative

## APPENDICES

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### National Aeronautics & Space Administration (NASA) Mentor-Protégé Program Mentor Application

An entity that is interested in participating in the NASA Mentor-Protégé Program must submit an application for approval as a Mentor. The application must be submitted to the Assistant Administrator, NASA Office of Small Business Programs (OSBP). Interested entities must be approved as a participating Mentor prior to submission of a NASA Mentor-Protégé Agreement.

All data and information addressed below must be completed, and NASA OSBP may request additional information as necessary.

#### 1. Mentor Information.

##### Mentor Point of Contact

Entity/Division Name	
DUNS	
Contact Name	
Position Title	
Address	
Phone	
Fax	
E-mail	
Entity URL	http://

**2. Eligibility.** *Please indicate that the entity is currently eligible for the award of Federal contracts and is performing under at least one active approved subcontracting plan negotiated with NASA or another Federal agency pursuant to FAR 19.702.*

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**3. Historical Background.** Provide a brief summary about the Mentor, including a profile and historical and recent activities and accomplishments under their Small Business and Mentor-Protégé Programs. Indicate whether the Mentor has ever been classified as a small business.

**4. Mentor Performance Data.** Please fill out the following tables with all requested data for the two complete fiscal years immediately preceding submission of this application. **Please note that the government fiscal year is from October 1-September 31.**

**a) NASA Prime Contracts.** List the number and total award dollar value of all NASA prime contracts **received** by the Mentor. If none, enter zero.

NASA Prime Contracts Received		
Fiscal Year	Number of NASA Prime Contracts (#)	Total Contracts Award Value (\$)
FY-____		
FY-____		

**b) NASA Subcontracts.** List the number and total dollar amount of NASA subcontracts **received** by the Mentor. If none, enter zero.

NASA Subcontracts Received		
Fiscal Year	Number of NASA Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

**c) Other Federal Agency Prime Contracts.** List the number and total dollar amount of other Federal Agency prime contracts **received** by the Mentor (excluding dollars included in item 4 above). If none, enter zero.

Other Federal Agency Prime Contracts Received		
Fiscal Year	Number of Other Federal Prime Contracts (#)	Total Contracts Award Value (\$)
FY-____		
FY-____		



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**d) Other Federal Agency Subcontracts.** *List the number and total dollar amount of other Federal Agency subcontracts **received** by the Mentor (excluding dollars included in item 5 above). If none, enter zero.*

Other Federal Agency Subcontracts Received		
Fiscal Year	Number of Other Federal Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

**e) NASA Subcontracts Awarded.** *List the number and total dollar amount of subcontracts **awarded** by the Mentor under NASA contracts. If none, enter zero.*

NASA Subcontracts Awarded		
Fiscal Year	Number of NASA Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

**f) Other Federal Agency Subcontracts Awarded.** *List the number and total dollar amount of subcontracts **awarded** by the Mentor under other Federal Agency contracts (excluding dollars included in item 8 above). If none, enter zero.*

Other Federal Agency Subcontracts Awarded		
Fiscal Year	Number of Other Federal Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

**g) NASA Subcontract Awards to Small Businesses (SBs).** *List the total dollar amount and percentage of total subcontract awards made to all SB firms under NASA contracts. If none, enter zero.*

Total SB Subcontracts Awarded (NASA)		
Fiscal Year	Percentage (%)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

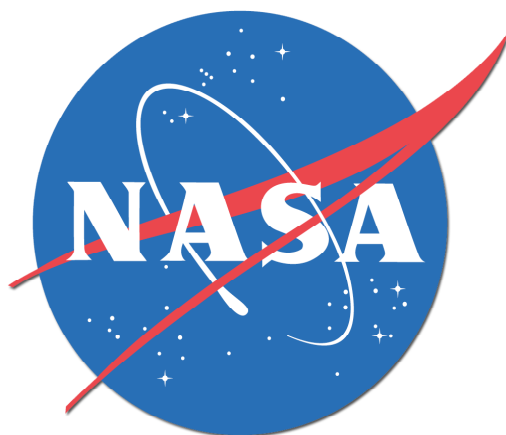
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**h) Other Federal Agency Subcontract Awards to Small Businesses (SBs).** *The total dollar amount and percentage of total subcontract awards made to all SB firms under other Federal Agency contracts (excluding dollars included in item 10 above). If none, enter zero.*

Total SB Subcontracts Awarded (Other Federal Agency)		
Fiscal Year	Percentage (%)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

**5. Ability to Provide Developmental Assistance.** *Describe the Mentor's ability to provide developmental assistance and how that assistance will potentially increase subcontracting opportunities in industry categories where small businesses are not dominant in the Mentor's vendor base.*

**6. Summary Subcontracting Report (SSR).** *Attach to this application a copy of the SSRs for the two preceding fiscal years.*



National Aeronautics and Space Administration  
(NASA)

# **Mentor-Protégé Program**

## **Agreement Template**

Companies that have been approved as Mentors in the NASA Mentor-Protégé Program and have identified a Protégé must submit a signed Mentor-Protégé agreement for each Mentor-Protégé relationship. Signed agreements must first be endorsed by one of the participating NASA Small Business Centers, and then be forwarded by the Center to the Assistant Administrator, NASA Office of Small Business Programs (OSBP) for final approval.

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**Please note** that for all agreements, developmental assistance costs may only be incurred after the official start date, which is the date of the incorporation of the Mentor-Protégé agreement into the identified contractual vehicle.

The following template is provided as a guide to assist in the preparation of the NASA Mentor-Protégé Agreement, and all elements listed below must be addressed in the agreement. Attachments/addendums are allowed as necessary.

**Period of Performance:** *State the period of time (in months) over which the developmental assistance will be performed -- cannot exceed three years (36 months).*

<b>Number of Months:</b>	
<b>Sponsoring NASA Center:</b>	
<b>Contract Number (if known):</b>	

**Estimated Cost of Agreement:** *Provide an estimate of the cost of the developmental assistance to be provided by the Mentor. Include a yearly breakdown of cost elements to be funded. Please also include as a separate attachment the Cost Proposal, detailing the costs included in the Work Breakdown Structure.*

	(enter whole dollar amounts only)			Total
	Year 1	Year 2	Year 3	
<b>Direct Labor:</b>				
<b>Indirect Costs:</b>				
<b>HBCU/MI/PTAC/SBDC:</b>				
<b>Other Direct Costs:</b>				
<b>Yearly Totals:</b>				

- Mentor Information.** *Provide the following.*

<b>Name of Mentor:</b>	
------------------------	--

## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

Address:	
Telephone/ext.:	
Fax:	
Homepage:	
Industry ( <i>i.e.</i> R&D, Svc, Mfg):	
Cage Code:	
DUNS Number	
Date of Mentor Approval	

2. **Mentor Historical Background.** *Provide a brief summary of the Mentor, including a profile and its historical activities and accomplishments under the Small Business and the Mentor-Protégé Programs. Indicate whether the Mentor has ever been officially classified as a small business.*
  
3. **NASA Subcontract Awards to Protégé.** *Provide the number and total dollar amount of NASA subcontract awards made to the Protégé by the Mentor during the two complete fiscal years immediately preceding the date of this agreement. If none, enter zero. **Please note that the government fiscal year is from October 1-September 31.***

NASA Subcontract Awards to Protégé		
Fiscal Year	Number	Dollar Amount
FY-____		
FY-____		

4. **Other Federal Agency (Excluding NASA) Subcontract Awards to Protégé.** *Provide the number and total dollar amount of all other federal agency (excluding NASA) subcontract awards made to the Protégé by the Mentor during the two complete fiscal years immediately preceding the date of this agreement. If none, enter zero. **Please note that the government fiscal year is from October 1-September 31.***

Other Federal Agency (Excluding NASA) Subcontract Awards to Protégé		
Fiscal Year	Number	Dollar Amount
FY-____		
FY-____		

5. **Potential Subcontracts to the Protégé.** *Provide the anticipated number, dollar value, and type of subcontracts (both NASA and other federal agency) to potentially be awarded to the Protégé by the Mentor, consistent with the extent and nature of the Mentor's business.*

## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

Potential Subcontract Awards to Protégé from Mentor			
Fiscal Year	Number	Dollar Amount	Type (NASA or Other Federal Agency)

6. **Protégé Eligibility.** *Provide a statement certifying that the Protégé is currently eligible to participate in the program pursuant to at least one of the criteria outlined in the NASA FAR Supplement.*

**Note:** *If applying as an SDB, attach a copy of the approval documentation received from SBA.*

7. **Protégé Information.** *Please provide the following:*

<b>Name of Protégé:</b>			
<b>Address:</b>			
<b>Telephone:</b>			
<b>Fax:</b>			
<b>Homepage URL:</b>			
<b>Industry/Bus. Type:</b> <i>(e.g. Mfg: 80%, R&amp;D: 20%)</i>	<b>Construction:</b>		
	<b>Manufacturing:</b>		
	<b>R&amp;D:</b>		
	<b>Service:</b>		
<b>Year Established:</b>			
<b>DUNS Number:</b>			

**Percent (%) Owned by Mentor.** *Please note that at no time during an active agreement may a Mentor*

*own more than 10% of a Protégé.*

8. **Protégé's Previous Mentor-Protégé Program Participation.** *Provide the following information only if the Protégé has previously participated in the NASA Mentor-Protégé Program. Provide a statement as a separate enclosure to this agreement that there will be no duplication under this agreement of the assistance previously provided to the Protégé under a prior agreement. This must be agreed to, and presented on company letterhead, by both the Mentor and the Protégé. If the previous agreement began prior to January 2008, then no statement is required.*

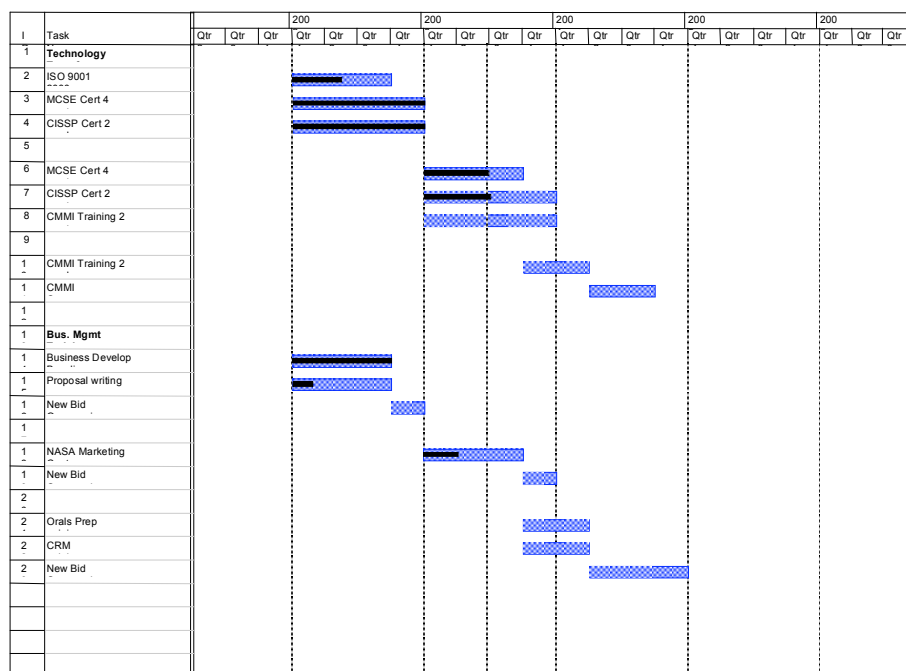
## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

Prior NASA Mentor-Protégé Program Agreements	
<b>Previous Mentor Name:</b>	
<b>Sponsoring NASA Center:</b>	
<b>Type of Agreement:</b>	
<b>Period of performance of previous agreement:</b>	
<b>Termination Date:</b> <i>(if applicable)</i>	
<b>Termination Reason:</b> <i>(if applicable)</i>	

**9. Developmental Assistance Program.** *Describe the developmental program for the Protégé specifying the type of assistance planned. Explain how this plan will address the Protégé's needs and enhance its ability to perform successfully under contracts or subcontracts within NASA and other federal agencies. For examples of types of developmental assistance, please see the NASA Mentor-Protégé guidebook, available at [www.osbp.nasa.gov](http://www.osbp.nasa.gov).*

**10. Milestones.** *Establish and define milestones for providing the identified developmental assistance, and illustrate in a Gantt chart(s).*

*Example Gantt Chart*



**11. Metrics.** *The success of the Mentor-Protégé Program agreement is measured on a 6-month basis by a system of metrics designed to ensure continued pursuit and completion of the milestones outlined in the agreement,*

## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

*achievement of technology transfers, and attainment of contract awards and revenue. In addition to the developmental assistance plan, provide factors to assess the Protégé's developmental progress under the agreement. Metrics may include the following:*

*The quantitative measures for the success of this agreement will include:*

- *Planned tasks started and completed on time*
- *Development initiatives on/ behind schedule*
- *Number of certifications in progress and completed*
- *Number and value of NASA prime/subcontracts and other federal agency prime/subcontracts awarded to Protégé*
- *Annual revenue of Protégé*
- *Protégé's employee base*
- *Timeliness of report submissions*

**12. Value of the Mentor-Protégé Agreement.** *Provide a summary of the value of this agreement as to how it will support the NASA mission(s), increase the Protégé's ability to participate in NASA, Federal, and/or commercial contracts and subcontracts, and increase small business subcontracting opportunities in industry categories where eligible Protégés or other small business categories are not dominant in the Mentor's vendor base.*

### **13. Termination Procedures (Mentor).**

**Voluntary:** *Explain the procedures to be used by the Mentor to notify the Protégé of intent to withdraw from the agreement. Notification to the Protégé must be in writing and must be received by the Protégé at least 30 days prior to withdrawal by the Mentor. Mentors may voluntarily terminate the Mentor-Protégé agreement only if they wish to withdraw all participation under all agreements in the NASA Program as a Mentor.*

**For Cause:** *Describe the procedures under which the Mentor may elect to terminate the Mentor-Protégé agreement for cause which include the following:*

- *The Protégé must be furnished written notice by the Mentor of the proposed termination which states the specific reasons for such action. Notification to the Protégé must be made at least 30 days prior to the effective date of the proposed termination.*
- *The Protégé has 30 days to respond to the proposed termination. The Protégé may rebut any statements/claims it believes to be incorrect and may offer a remedy if necessary.*
- *Upon consideration of the Protégé's response, the Mentor must either withdraw the notice of proposed termination and continue in the agreement, or, issue a notice of termination.*

***The decision of the Mentor regarding termination for cause, if conforming with the requirements of this section, shall be final.***

**14. Voluntary Termination Procedures (Protégé).** *Describe procedures for the Protégé to notify the Mentor of the Protégé's intent to voluntarily terminate the Mentor-Protégé agreement. Notification to the Mentor must be made in writing at least 30 days prior to termination. The Mentor is allowed to respond within that 30 day period. If a response is received within that window, then 30 days from the date of the Mentor's response letter is the official date of termination. If no response is received from the Mentor, the date proposed by the Protégé to terminate the agreement will be considered the official termination date.*



## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

- 15. Mentor Point of Contact (POC)** *All correspondence and inquiries regarding the NASA Mentor-Protégé Program will be addressed to the Points of Contact indicated below.*

<b>Name:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>Telephone/Ext.:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

- 16. Protégé Point of Contact (POC)**

<b>Name:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>Telephone/Ext.:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

- 17. Procurement Contracting Officer (PCO)**

<b>Name:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>Telephone/Ext.:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

- 18. Cognizant Small Business Specialist, NASA Center**

<b>Name:</b>	
<b>Title:</b>	

## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

### 19. Contracting Officer's Technical Representative (COTR)

Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

### 20. Mentor Firm's Cognizant Administrative Contracting Officer (ACO)

Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

### 21. Mentor Firm's Cognizant NASA Contract Administration Office (CAO)

Name:	
Title:	
Address:	
Telephone/Ext.:	
Fax:	
E-mail:	

### 22. Protégé Firm's Cognizant NASA Contract Administration Office (CAO)

## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

<b>Name:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>Telephone/Ext.:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

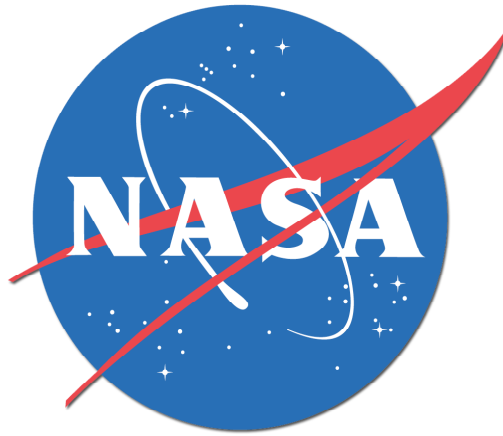
**23. Report & Review Requirements.** *Attach a statement from both the Mentor and the Protégé indicating their willingness to comply with the program's reporting and review requirements as specified in the NASA FAR Supplement 1819.72. The Protégé must include in their statement an affirmation that it will provide data on employment, annual revenues, NASA prime and subcontracts, and other federal agency prime and subcontracts for the two 12-month periods following the end of the agreement.*

**24. Needs Assessment.** *Include with the agreement a statement that the Mentor performed a needs assessment with the Protégé to determine applicable developmental assistance to be performed, as required by the NASA FAR Supplement 1819.72.*

**25. Signatures.** *The Mentor and the Protégé must sign and date this agreement. Titles of all signatories must be included. (Please note that a Mentor cannot require a small business concern to enter into a Mentor-Protégé agreement as a condition for award of a contract from the Mentor, including a subcontract under a NASA prime or subcontract awarded to the Mentor.)*

<u><b>Mentor</b></u>	<u><b>Protégé</b></u>
Printed Name	Printed Name
Signature	Signature
Title	Title
Date	Date

## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK



### National Aeronautics & Space Administration (NASA) Mentor-Protégé Program Protégé Application

The Protégé application must be filled out in its entirety and submitted CONCURRENTLY with the agreement package. This form should not be submitted in advance of an agreement; any forms submitted to NASA before an agreement will not be kept on file and will have to be resubmitted. NASA may request additional information as necessary.

#### 1. Protégé Information.

##### Protégé Point of Contact

Name of Protégé	
DUNS	
Contact Name	
Position Title	
Address	
Phone	
Fax	
E-mail	
Entity URL	http://

**2. Eligibility.** *Indicate that the entity is currently eligible to participate as a Protégé in accordance with the eligibility definitions outlined in the NASA FAR Supplement 1819.72.*

## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

<b>SDB Dates:</b> (if applicable)	<b>Entrance Date:</b>		<b>Expiration Date:</b>	
<b>8(a) Dates:</b> (if applicable)	<b>Entrance Date:</b>		<b>Expiration Date:</b>	
<b>SBIR Phase II Award Date:</b> (if applicable)	<b>Entrance Date:</b>		<b>Expiration Date:</b>	
<b>HUBZone Award Date:</b> (if applicable)	<b>Entrance Date:</b>			

**3. Historical Background.** *Provide a narrative summary of the Protégé, including a profile, with historical activities and accomplishments. Include an explanation of the Protégé's ability to participate in the NASA Mentor-Protégé Program without impairing its day-to-day operations (i.e., business management, revenue stream, etc.). Also include a history of participation in the NASA SBIR Program, if applicable.*

**4. North American Industry Classification System (NAICS) Codes.** *The NAICS code(s) which represent the contemplated supplies or services to be provided by the Protégé to the Mentor and a statement that at the time the agreement is submitted for approval the Protégé, if an SDB or a women-owned small business concern does not exceed the size standard for the applicable NAICS code(s).*

	<b>Code</b>	<b>Title/Description</b>
<b>Primary NAICS</b>		
<b>Additional NAICS</b>		

**5. Protégé Performance Data.** *Please fill out the following tables with all requested data for the two complete fiscal years immediately preceding submission of this application. **Please note that the government fiscal year is from October 1-September 31.***

**a) Protégé Proposals, Employees, and Gross Revenue.** *Provide the numbers and dollar figures for proposals, employees, and gross revenue for the Protégé as indicated in the table below. If none, enter zero.*

<b>Protégé Proposals, Employees, and Gross Revenue</b>				
<b>Fiscal Year</b>	<b>Proposals Submitted to NASA (#)</b>	<b>Proposals Submitted to Other Federal Agencies (Excluding NASA) (#)</b>	<b>Number of Employees (at end of 12-month period) (#)</b>	<b>Gross Revenue (during 12-month period) (\$)</b>
<b>FY-____</b>				
<b>FY-____</b>				

## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

**b) Protégé-Obtained NASA Prime Contract Awards.** *Provide the number and total award dollar value of all NASA prime contract awards obtained by the Protégé. If none, enter zero.*

NASA Prime Contracts Received		
Fiscal Year	Number of NASA Prime Contracts (#)	Total Contracts Award Value (\$)
FY-____		
FY-____		

**c) Protégé-Obtained NASA Subcontract Awards From Other Than Mentor.** *Provide the number and total award dollar value of all NASA subcontract awards obtained by the Protégé from all sources other than the Mentor. If none, enter zero.*

NASA Subcontracts Received From Other Than Mentor		
Fiscal Year	Number of NASA Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

**d) Protégé-Obtained Other Federal (excluding NASA) Prime Contract Awards.** *Provide the number and total award dollar value of all other federal (excluding NASA) prime contract awards obtained by the Protégé. If none, enter zero.*

Other Federal Agency Prime Contracts Received		
Fiscal Year	Number of Other Federal Prime Contracts (#)	Total Contracts Award Value (\$)
FY-____		
FY-____		

**e) Protégé-Obtained Other Federal (excluding NASA) Subcontract Awards From Other Than Mentor.** *Provide the number and total award dollar value of all other federal (excluding NASA) subcontract awards obtained by the Protégé from all sources other than the Mentor. If none, enter zero.*

Other Federal Agency Subcontracts Received From Other Than Mentor		
Fiscal Year	Number of Other Federal Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		

## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

FY-____		
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**f) Protégé-Awarded NASA Subcontracts to Mentor.** *Provide the number and total award dollar value of all NASA subcontracts awarded by the Protégé to the Mentor. If none, enter zero.*

NASA Subcontracts Awarded to Mentor		
Fiscal Year	Number of NASA Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

**g) Protégé-Awarded NASA Subcontracts to Other Than Mentor.** *Provide the number and total award dollar value of all NASA subcontracts awarded by the Protégé to other than the Mentor. If none, enter zero.*

NASA Subcontracts Awarded to Other Than Mentor		
Fiscal Year	Number of NASA Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

**h) Protégé-Awarded Other Federal (excluding NASA) Subcontract Awards to Mentor.** *Provide the number and total award dollar value of all other federal (excluding NASA) subcontracts awarded by the Protégé to the Mentor. If none, enter zero.*

Other Federal Agency Subcontracts Awarded to Mentor		
Fiscal Year	Number of Other Federal Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

**i) Protégé-Awarded Other Federal (excluding NASA) Subcontract Awards to Other Than Mentor.** *Provide the number and total award dollar value of all other federal (excluding NASA) subcontracts awarded by the Protégé to other than the Mentor. If none, enter zero.*

Other Federal Agency Subcontracts Awarded to Other Than Mentor		
Fiscal Year	Number of Other Federal Subcontracts (#)	Total Subcontracts Award Value (\$)
FY-____		
FY-____		

# NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

## *NASA Mentor-Protégé* MENTOR-PROTÉGÉ NEW AGREEMENT INTERNAL CHECKLIST

MENTOR: \_\_\_\_\_

PROTÉGÉ: \_\_\_\_\_

SPONSORING NASA CENTER: \_\_\_\_\_

MENTOR DUNS NUMBER: \_\_\_\_\_ PROTÉGÉ DUNS NUMBER: \_\_\_\_\_

Type of Agreement: \_\_\_\_\_ Credit \_\_\_\_\_ Award Fee Pilot Program

Contract Number: \_\_\_\_\_

Cost of Agreement: \_\_\_\_\_

FY\_\_\_\_: \_\_\_\_\_

FY\_\_\_\_: \_\_\_\_\_

FY\_\_\_\_: \_\_\_\_\_

### **PACKAGE COMPLETE:**

	YES	NO	COMMENT
Signed Mentor-Protégé Agreement	[ ]	[ ]	_____
PM Endorsement Letter	[ ]	[ ]	_____

### **MENTOR ELIGIBILITY:**

	YES	NO
A. NEW MENTOR – Date of Approval _____	[ ]	[ ]

#### **B. PREVIOUSLY APPROVED MENTOR:**

Semi-annual reports submitted?	[ ]	[ ]
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Annual Reviews Conducted?	[ ]	[ ]
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Past Performance Issues?	[ ]	[ ]
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If so, please specify: \_\_\_\_\_

### **PROTÉGÉ ELIGIBILITY:**

	YES	NO	COMMENT
<b><u>SDB PRO-NET CERTIFICATION:</u></b>			
SDB Expire Date	[ ]	[ ]	_____
8(a) Expire Date	[ ]	[ ]	_____
WOSB	[ ]	[ ]	_____
VOSB	[ ]	[ ]	_____
SDVOSB	[ ]	[ ]	_____

Veteran-Owned Small Business	[ ]	[ ]	_____
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Service-Disabled Veteran-Owned	[ ]	[ ]	_____
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Woman-Owned Small Business	[ ]	[ ]	_____
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HUBZone Small Business	[ ]	[ ]	_____
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Historically Black College or University	[ ]	[ ]	_____
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Minority Institution	[ ]	[ ]	_____
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NASA SBIR Phase II Company	[ ]	[ ]	_____
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# NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

## *NASA Mentor-Protégé* MENTOR-PROTÉGÉ NEW AGREEMENT CHECKLIST

<b><u>PROTÉGÉ INFORMATION:</u></b>	<b>YES</b>	<b>NO</b>	<b>COMMENT</b>
Industry _____	[ ]	[ ]	_____
Minority Code _____	[ ]	[ ]	_____
Primary NAICS _____	[ ]	[ ]	_____
Additional NAICS _____	[ ]	[ ]	_____
Percentage Owned by Mentor _____	[ ]	[ ]	_____

<b><u>AGREEMENT APPROVAL</u></b>	<b>YES</b>	<b>NO</b>	<b>COMMENT</b>
Firm Name/Address/Phone #/POC Mentor & Protégé _____	[ ]	[ ]	_____
Protégé Application Included and Complete _____	[ ]	[ ]	_____
Description of Developmental Assistance _____	[ ]	[ ]	_____
Milestones for Developmental Assistance Plan _____	[ ]	[ ]	_____
Metrics for Developmental Assistance Plan _____	[ ]	[ ]	_____
Past and Estimated Subcontracts to Protégé(s) _____	[ ]	[ ]	_____
<b>Estimate of Cost \$</b> _____	[ ]	[ ]	_____
<b>Total HBCU/MI, PTAC, or SBDC Cost \$</b> _____	[ ]	[ ]	_____
Incidental Cost (\$\$) & (%): (not to exceed 10%) _____	[ ]	[ ]	_____
<b>Period of Performance</b> _____	[ ]	[ ]	_____
Value of the MP Agreement to NASA _____	[ ]	[ ]	_____
Termination Procedures for Both Parties _____	[ ]	[ ]	_____
Signed by Both Parties _____	[ ]	[ ]	_____
Mentor will comply with reporting/review requirements _____	[ ]	[ ]	_____
Protégé will comply with reporting/review requirements _____	[ ]	[ ]	_____

**TECHNICAL VOLUME**

**BASIC DESCRIPTION OF DEVELOPMENTAL ASSISTANCE:**

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## NASA MENTOR-PROTÉGÉ PROGRAM GUIDEBOOK

### *NASA Mentor-Protégé* MENTOR-PROTÉGÉ NEW AGREEMENT CHECKLIST

#### ADDITIONAL ELEMENTS

	YES	NO	COMMENT
<b><i>PREVIOUSLY PARTICIPATED AS A PROTÉGÉ:</i></b>	[ ]	[ ]	_____
Previous Mentor _____			
Term of Previous Agreement _____			
Semi-annual Reports Received/Rebutted	[ ]	[ ]	_____
Annual Reviews Conducted	[ ]	[ ]	_____
Mentor Statement Of No Duplication of Efforts	[ ]	[ ]	_____
Protégé Statement Of No Duplication of Efforts	[ ]	[ ]	_____

#### **Past Performance Issues:**

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Approval [ ] Disapproval [ ] Initials \_\_\_\_\_ Date \_\_\_\_\_